

**Fill in this information to identify the case:**

United States Bankruptcy Court for the:

\_\_\_\_ District of Delaware  
(State)Case number (if known): \_\_\_\_\_ Chapter 11☐ Check if this is an amended filing**Official Form 201****Voluntary Petition for Non-Individuals Filing for Bankruptcy**

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name Smart Water Services LLC

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and *doing business* as names3. Debtor's federal Employer Identification Number (EIN) 9 3 - 3 9 6 5 7 5 2

4. Debtor's address

Principal place of business

Mailing address, if different from principal place of business

80 Liberty Ship Way

Number Street

Number Street

Suite 6

P.O. Box

Sausalito CA 94965

City State ZIP Code

City State ZIP Code

Location of principal assets, if different from principal place of business

Marin

County

Number Street

City State ZIP Code

5. Debtor's website (URL) \_\_\_\_\_

Debtor Smart Water Services LLC Case number (if known) \_\_\_\_\_  
Name

## 6. Type of debtor

- ☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))  
☐ Partnership (excluding LLP)  
☐ Other. Specify: \_\_\_\_\_

## 7. Describe debtor's business

## A. Check one:

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))  
☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))  
☐ Railroad (as defined in 11 U.S.C. § 101(44))  
☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))  
☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))  
☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))  
☒ None of the above

## B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)  
☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)  
☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

## 8. Under which chapter of the Bankruptcy Code is the debtor filing?

## Check one:

- ☐ Chapter 7  
☐ Chapter 9  
☒ Chapter 11. Check all that apply:

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).

☒ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).

☐ A plan is being filed with this petition.

☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).

☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.

☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12

Debtor Smart Water Services LLC Case number (if known) \_\_\_\_\_  
 Name

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years? ☒ No  
☐ Yes. District \_\_\_\_\_ When \_\_\_\_\_ Case number \_\_\_\_\_  
 MM / DD / YYYY  
 If more than 2 cases, attach a separate list. District \_\_\_\_\_ When \_\_\_\_\_ Case number \_\_\_\_\_  
 MM / DD / YYYY

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? ☐ No  
☒ Yes. Debtor See Annex 1 Relationship \_\_\_\_\_  
 District \_\_\_\_\_ When \_\_\_\_\_  
 MM / DD / YYYY  
 List all cases. If more than 1, attach a separate list. Case number, if known \_\_\_\_\_

11. Why is the case filed in this district? Check all that apply:  
☒ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.  
☐ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? ☒ No  
☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

- ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.  
 What is the hazard? \_\_\_\_\_
- ☐ It needs to be physically secured or protected from the weather.
- ☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- ☐ Other \_\_\_\_\_

Where is the property? \_\_\_\_\_

Number \_\_\_\_\_ Street \_\_\_\_\_  
 \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Is the property insured?

☐ No  
☐ Yes. Insurance agency \_\_\_\_\_  
 Contact name \_\_\_\_\_  
 Phone \_\_\_\_\_

#### Statistical and administrative information

Debtor Smart Water Services LLC Case number (if known) \_\_\_\_\_  
Name

**13. Debtor's estimation of available funds**

Check one:

- ☒ Funds will be available for distribution to unsecured creditors.  
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

**14. Estimated number of creditors**

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000   | <input type="checkbox"/> 25,001-50,000     |
| <input type="checkbox"/> 50-99           | <input type="checkbox"/> 5,001-10,000  | <input type="checkbox"/> 50,001-100,000    |
| <input type="checkbox"/> 100-199         | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input type="checkbox"/> 200-999         |  |  |

**15. Estimated assets**

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million    | <input type="checkbox"/> \$500,000,001-\$1 billion     |
| <input type="checkbox"/> \$50,001-\$100,000      | <input type="checkbox"/> \$10,000,001-\$50 million   | <input type="checkbox"/> \$1,000,000,001-\$10 billion  |
| <input type="checkbox"/> \$100,001-\$500,000     | <input type="checkbox"/> \$50,000,001-\$100 million  | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million   | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion        |

**16. Estimated liabilities**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> \$0-\$50,000          | <input checked="" type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion     |
| <input type="checkbox"/> \$50,001-\$100,000    | <input type="checkbox"/> \$10,000,001-\$50 million           | <input type="checkbox"/> \$1,000,000,001-\$10 billion  |
| <input type="checkbox"/> \$100,001-\$500,000   | <input type="checkbox"/> \$50,000,001-\$100 million          | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million         | <input type="checkbox"/> More than \$50 billion        |

**Request for Relief, Declaration, and Signatures**

**WARNING --** Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**17. Declaration and signature of authorized representative of debtor**

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/14/2023  
MM / DD / YYYY

**x** /s/ Don Van der Wiel

Signature of authorized representative of debtor

Don Van der Wiel

Printed name

Title Chief Restructuring Officer

Debtor Smart Water Services LLC Case number (if known) \_\_\_\_\_  
Name

## 18. Signature of attorney

x

/s/ Gregory A. TaylorDate 11/14/2023

Signature of attorney for debtor

MM / DD / YYYY

Gregory A. Taylor

Printed name

Ashby & Geddes, P.A.

Firm name

500 Delaware Avenue P.O. Box 1150

Number Street

Wilmington

City

DE

State

19899

ZIP Code

(302) 654-1888

Contact phone

GTaylor@ashbygeddes.com

Email address

4008

Bar number

DE

State

**JOINT WRITTEN CONSENT IN LIEU OF A MEETING OF THE MANAGERS  
AND THE SOLE MEMBER OF  
SMART WATER SERVICES LLC**

**November 13, 2023**

Pursuant to the provisions of the Delaware Limited Liability Company Act and the Limited Liability Company Agreement of Smart Water Services LLC, a Delaware limited liability company (the "Company"), the undersigned, being the managers (the "Managers") of the Company and the sole member (the "Member") of the Company, acting by written consent in lieu of a meeting, do hereby authorize, approve and adopt the resolutions set forth below.

WHEREAS, the Managers and the Member reviewed and considered the materials presented by the management and the advisors of the Company regarding its liabilities and liquidity, and the strategic alternatives available to it; and

WHEREAS, the Managers and the Member have had the opportunity to consult with the management of the Company, as well as its advisors, and to fully consider each of the strategic alternatives available to the Company.

**VOLUNTARY PETITION UNDER THE PROVISIONS OF  
CHAPTER 11 OF TITLE 11 OF THE UNITED STATES CODE**

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Managers and the Member, it is desirable and in the best interests of the Company, its creditors, and other parties in interest, that the Company file or cause to be filed a voluntary petition for relief (the "Chapter 11 Case") under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") on or after November 14, 2023;

RESOLVED FURTHER, that the Company and its advisors shall immediately commence preparations for the Chapter 11 Case and take all necessary actions in furtherance thereof;

RESOLVED FURTHER, that the Managers and officers of the Company (collectively, the "Authorized Officers"), acting alone or with one or more other Authorized Officers, with power of delegation, be, and they hereby are, authorized to execute and file on behalf of the Company all petitions, schedules, lists, and other motions, papers, or documents and any amendments thereto in connection with the Chapter 11 Case under the Bankruptcy Code, and to take any and all action that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company's businesses pending the resolution of the Chapter 11 Case;

**RETENTION OF PROFESSIONALS**

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the law firm of Allen Matkins Leck Gamble Mallory & Natsis LLP as bankruptcy counsel to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations, including filing any pleadings; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Allen Matkins Leck Gamble Mallory & Natsis LLP;



RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the law firm of Ashby & Geddes, P.A. as local bankruptcy counsel to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations, including filing any pleadings; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Ashby & Geddes, P.A.;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of G2 Capital Advisors, LLC as financial advisor to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain the services of G2 Capital Advisors, LLC;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Verdolino & Lowey, P.C. as accountants to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain the services of Verdolino & Lowey, P.C.;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Stretto, Inc. as claims, noticing, balloting and administrative agent to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Authorized Officers, with power of delegation, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain the services of Stretto, Inc.;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and directed to retain such other professionals as they deem appropriate during the course of the Chapter 11 Case;

#### **PREPETITION FINANCING**

RESOLVED FURTHER, that in connection with the commencement of the Chapter 11 Case by the Company, any Authorized Officer be, and hereby is, authorized, empowered, and directed to take any and all actions necessary in order to obtain court approval for the use of cash collateral and/or to negotiate, execute, and deliver agreements for the use of cash collateral in connection with the Chapter 11 Case, and to take such additional action and to execute and deliver each other agreement, instrument, or document, to be executed and delivered by or on behalf of the Company pursuant thereto or in connection therewith, all with such changes therein and additions thereto as any Authorized Officer approves, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof;

RESOLVED FURTHER, that it is appropriate and in the best interests of the Company to make a borrowing under that certain Secured Promissory Note and Security Agreement, dated as of October 17, 2023 (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Secured Note"), by and among the Company and its affiliate (together with the Company, each, a "Debtor" and collectively, the "Debtors"), as borrowers, and CrescoNet (Aus) Pty Ltd as lender ("Secured Lender") in the amount of up to \$700,000.00 for, among other purposes, working capital needs and other general corporate purposes;

RESOLVED FURTHER, that the form, terms, and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Secured Note and all other documents related

thereto (collectively, the “Secured Note Documents”) to which the Company is a party, be, and they hereby are, authorized, approved, and adopted in all respects and the Company is hereby authorized to (i) execute and deliver the Secured Note Documents to which the Company is a party, (ii) perform its obligations thereunder, including to mortgage, charge, assign, pledge, and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings, and other property and assets as security for its present and future obligations under or in connection with the Secured Note Documents to which the Company is a party, and (iii) take all actions contemplated thereby;

RESOLVED FURTHER, that each Authorized Officer be, and each of them, acting alone or in any combination, hereby is, authorized and empowered, on behalf of and in the name of the Company, to execute, deliver, verify and/or file, or cause to be executed, delivered, verified and/or filed the Secured Note Documents and any other instrument or agreement securing, evidencing, or relating to the Secured Note, and all other necessary documents (including without limitation, all petitions, affidavits, statements, schedules, motions, lists, applications, pleadings, and other papers) with such changes therein and additions thereto as such Authorized Officer, in his sole discretion, may deem necessary, convenient, appropriate, advisable or desirable, the execution and delivery of such document with any changes thereto by such Authorized Officer to be conclusive evidence that such Authorized Officer deemed such changes or additions to meet such standard, and in connection with the Chapter 11 Case;

RESOLVED FURTHER, that each Authorized Officer be, and each of them, acting alone or in any combination, hereby is, authorized and empowered, on behalf of and in the name of the Company, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of, and any waivers or consents to, the Secured Note and any other Secured Note Document and/or any related documents or instruments which shall, in such Authorized Officer’s sole judgment, be necessary, proper or advisable;

RESOLVED FURTHER, that the Company, as debtor and debtor in possession under the Bankruptcy Code, be authorized, empowered, and directed to negotiate and obtain the use of cash collateral or other similar arrangements, including, without limitation, to enter into any guarantees and to pledge and grant liens on and claims against the Company’s assets as may be contemplated by or required under the terms of cash collateral agreements or other similar arrangements, in such amounts as is reasonably necessary for the continuing conduct of the affairs of the Company, the Chapter 11 Case and any of the Company’s affiliates who may also, concurrently with the Company’s petition, file for relief under the Bankruptcy Code;

#### GENERAL

RESOLVED FURTHER, that any specific resolutions that may be required to have been adopted by the Managers and the Member in connection with the foregoing resolutions be, and the same hereby are, adopted, and that each Authorized Officer of the Company be, and hereby is, authorized in the name and on behalf of the Company to certify as to the adoption of any and all such resolutions;

RESOLVED FURTHER, that the Authorized Officers be, and they hereby are, authorized and empowered, with power of delegation, in the name of and on behalf of the Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver, and file any and all such instruments as each, in his discretion, may deem necessary or advisable in order to carry out the purpose and intent of the foregoing resolutions; and

RESOLVED FURTHER, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before these resolutions were certified, are hereby in all respects approved and ratified.

*[Signatures begin on following page]*



IN WITNESS WHEREOF, the undersigned have executed this Written Consent as of the date first set forth above.

**MANAGERS:**

DocuSigned by:



C0C4EE6C979045C...

Name: Joseph Browne

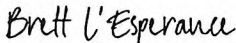
DocuSigned by:



A46F45442D1B4FE...

Name: Adrian Clark

DocuSigned by:




87146C01A7A74DE...

Name: Brett L'Esperance

**MEMBER:**

**CRESCONET LLC,**  
**a Delaware limited liability company**

DocuSigned by:

By: 

C0C4EE6C979045C...

Name: Joseph Browne

Title: Manager

DocuSigned by:



A46F45442D1B4FE...

By: Name: Adrian Clark

Title: Manager

**ANNEX 1**

**Pending Bankruptcy Cases**

On the date hereof, each of the entities below (collectively the “Debtors”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware and elected to proceed under subchapter V thereunder. The Debtors have moved for joint administration of these cases under the case number assigned to the subchapter V case of Smart Earth Technologies LLC:

- Smart Earth Technologies LLC
- Smart Water Services LLC

**Fill in this information to identify the case:**Debtor name **SMART EARTH TECHNOLOGIES LLC, et al.**United States Bankruptcy Court for the: **DISTRICT OF DELAWARE**

Case number (if known): \_\_\_\_\_

☐ Check if this is an  
amended filing**Official Form 204****Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 20 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 20 largest unsecured claims.

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
WUM Utility Attn: Ellis Kirby 621 Stephenson Ave Savannah, GA 31405	Ellis Kirby ellis.kirby@waterga.com	Warranty	Contingent Unliquidated Disputed			\$1,605,979.43
Roswell NM Water 300 E Walnut St Roswell, NM 88203	accountspayable@msps.com	Warranty	Contingent Unliquidated Disputed			\$1,178,445.53
City of Valdosta, Ga Attn: Monica Nelson 216 E Central Ave Valdosta, GA 31601	Monica Nelson mnelson@valdosta-city.com	Warranty	Contingent Unliquidated Disputed			\$1,017,482.70
Econis Labs Manufacturing LLC 4400 Highlands Pkwy SE Suite A Smyrna, GA 30082	accounting@econis-labs.com	Trade	Contingent Unliquidated Disputed			\$502,277.78
City of Colton 160 S. 10 Street Colton, CA 92324	Antonio Cabrera antonio.cabrera@waterit.net	Warranty	Contingent Unliquidated Disputed			\$502,165.05
Walnut Creek Attn: Steve Harris 1155 W Hwy 199 Springtown, TX 76082	Steve Harris paula@walnutcreek-sud.org	Warranty	Contingent Unliquidated Disputed			\$487,968.59
Southwest Water Authority Attn: Jen Murray 4665 2nd Street SW Dickinson, ND 58601	Jen Murray rrich@swwc.com	Warranty	Contingent Unliquidated Disputed			\$317,958.99
Diehl Metering, LLC Attn: Peter Zisterer 1813 N Mill Street Suite C Naperville, IL 60563	Peter Zisterer mike.storm@diehl.com	Trade				\$303,400.00

Debtor **SMART EARTH TECHNOLOGIES LLC, et al.**  
Name

Case number (if known)

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services,	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
City of Del City Attn: AMI Project-Chris Duroy 4500 NE 4th Street Del City, OK 73117	AMI Project-Chris Duroy ap@fortiline.com	Warranty	Contingent Unliquidated Disputed			\$262,704.14
City of Alice 801 E. Old Settlers Blvd, Suite 100 Round Rock, TX 78664	Olga Moreno olga.moreno@cityofalice.org	Warranty	Contingent Unliquidated Disputed			\$228,256.84
College Mound SUD Attn: Shirley Thompson 12731 FM429 Terrell, TX 75161	Shirley Thompson cwilson@collegemoundwater.com	Warranty	Contingent Unliquidated Disputed			\$209,049.86
Louisville Water Company, KY 550 S 3rd St Louisville, KY 40202	NAMAPInvoices@iron.com	Warranty	Contingent Unliquidated Disputed			\$179,286.30
AT&T PO Box 5085 Carol Stream, IL 60197	Scott Danner msdanner@att.com	Trade				\$169,295.43
Suez - Utility Service Co., Inc. PO Box 1350 Perry, GA 31069	Nicholas Opencar nicholas.opencar@suez.com	Warranty	Contingent Unliquidated Disputed			\$160,614.87
Maquoketa, IA 201 E Pleasant Street Maquoketa, IA 52060	knoxvillewater@mchsi.com	Warranty	Contingent Unliquidated Disputed			\$114,963.51
White House Utility District 3303 Highway 31W White House, TN 37188	Kyle Stetson kyle.stetson@fortiline.com	Warranty	Contingent Unliquidated Disputed			\$111,553.57
Tadiran Batteries Saft America Inc PO Box 734150 Dallas, TX 75373	Louis Adams louisadams@tadiranbat.com	Trade				\$101,616.90
City of Nowata 114 S Maple St Nowata, OK 74048	D. Hardin dhardin@iuswater.com	Warranty	Contingent Unliquidated Disputed			\$98,122.61
Ables Springs SUD Attn: Paula Weber 30100 FM 249 Terrell, TX 75161	Paula Weber pweber@ablesspringssud.com	Warranty	Contingent Unliquidated Disputed			\$65,067.12
Cache PWA AMI Project Attn; Rhoda Thomas Cache, OK 73527	AMI Project Attn; Rhoda Thomas ap@fortiline.com	Warranty	Contingent Unliquidated Disputed			\$62,005.14

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

**In re**

**SMART EARTH TECHNOLOGIES LLC, et al.,<sup>1</sup>**

**Debtors.**

**Chapter 11**

**Case No. 23-\_\_\_\_ ( )**

**(Joint Administration Requested)**

**CONSOLIDATED CORPORATE OWNERSHIP STATEMENT AND  
LIST OF EQUITY INTEREST HOLDERS PURSUANT TO  
BANKRUPTCY RULES 1007(a)(1), 1007(a)(3), AND 7007**

Pursuant to Rules 1007(a)(1), 1007(a)(3), and 7007.1 of the Federal Rules of Bankruptcy Procedure, Smart Earth Technologies LLC and Smart Water Services LLC (together, the “Debtors”), hereby state as follows:

1. Non-Debtor CrescoNet Limited owns 100% of Non-Debtor CrescoNet LLC.
2. Non-Debtor CrescoNet LLC owns 100% of Debtor Smart Water Services LLC.
3. Debtor Smart Water Services LLC owns 100% of Debtor Smart Earth Technologies LLC.

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<sup>1</sup> The Debtors are the following entities (the last four digits of their respective taxpayer identification numbers, as applicable, follow in parentheses): Smart Earth Technologies LLC (3439); Smart Water Services LLC (5752). The Debtors’ address is 80 Liberty Ship Way, Suite 6, Sausalito, CA 94965.



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re

SMART EARTH TECHNOLOGIES LLC, et al.,<sup>1</sup>

Debtors.

Chapter 11

Case No. 23-\_\_\_\_ (\_\_\_)

(Joint Administration Requested)

STATEMENT PURSUANT TO 11 U.S.C. § 1116

I, Don Van der Wiel, hereby declare under penalty of perjury:

1. Debtor Smart Water Services LLC has not prepared a statement of operations.
2. Debtor Smart Water Services LLC has not prepared a statement of cash flow.
3. Debtor Smart Water Services LLC has not prepared a balance sheet or income statement.
4. Debtor Smart Water Services LLC has not filed a federal tax return.

Dated: November 14, 2023

Respectfully submitted,

/s/ Don Van der Wiel

<sup>1</sup> The Debtors are the following entities (the last four digits of their respective taxpayer identification numbers, as applicable, follow in parentheses): Smart Earth Technologies LLC (3439); Smart Water Services LLC (5752). The Debtors' address is 80 Liberty Ship Way, Suite 6, Sausalito, CA 94965.

**Fill in this information to identify the case and this filing:**Debtor Name Smart Water Services LLCUnited States Bankruptcy Court for the: \_\_\_\_\_ District of Delaware  
State)

Case number (if known): \_\_\_\_\_

**Official Form 202****Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

**WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.**

**Declaration and signature**

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended Schedule \_\_\_\_\_
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☒ Other document that requires a declaration Combined Corporate Ownership Statement

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 11/14/2023  
MM / DD / YYYY

X/s/ Don Van der Wiel  
Signature of individual signing on behalf of debtor

Don Van der Wiel  
Printed name

Chief Restructuring Officer  
Position or relationship to debtor